

This Page Is Inserted by IFW Operations  
and is not a part of the Official Record

## **BEST AVAILABLE IMAGES**

Defective images within this document are accurate representations of the original documents submitted by the applicant.

Defects in the images may include (but are not limited to):

- BLACK BORDERS
- TEXT CUT OFF AT TOP, BOTTOM OR SIDES
- FADED TEXT
- ILLEGIBLE TEXT
- SKEWED/SLANTED IMAGES
- COLORED PHOTOS
- BLACK OR VERY BLACK AND WHITE DARK PHOTOS
- GRAY SCALE DOCUMENTS

**IMAGES ARE BEST AVAILABLE COPY.**

**As rescanning documents *will not* correct images,  
please do not report the images to the  
Image Problem Mailbox.**

**DECLARATION AND POWER OF ATTORNEY**

As a below named inventor, I HEREBY DECLARE:

THAT my residence, post office address, and citizenship are as stated below next to my name;

THAT I believe I am the original, first, and sole inventor (if only one inventor is named below) or an original, first, and joint inventor (if plural inventors are named below or in an attached Declaration) of the subject matter which is claimed and for which a patent is sought on the invention entitled

INSERT FOR A BAT HAVING AN IMPROVED SEAM ORIENTATION

(Attorney Docket No. WD0101)

the specification of which (check one)

       is attached hereto.

  X   was filed on December 28, 2001 as United States Application Number 10/033,805

THAT I do not know and do not believe that the same invention was ever known or used by others in the United States of America, or was patented or described in any printed publication in any country, before I (we) invented it;

THAT I do not know and do not believe that the same invention was patented or described in any printed publication in any country, or in public use or on sale in the United States of America, for more than one year prior to the filing date of this United States application;

THAT I do not know and do not believe that the same invention was first patented or made the subject of an inventor's certificate that issued in any country foreign to the United States of America before the filing date of this United States application if the foreign application was filed by me (us), or by my (our) legal representatives or assigns, more than twelve months (six months for design patents) prior to the filing date of this United States application;

THAT I have reviewed and understand the contents of the above-identified specification, including the claim(s), as amended by any amendment specifically referred to above;

THAT I believe that the above-identified specification contains a written description of the invention, and of the manner and process of making and using it, in such full, clear, concise, and exact terms as to enable any person skilled in the art to which it pertains, or with which it is most nearly connected, to make and use the invention, and sets forth the best mode contemplated by me of carrying out the invention; and

THAT I acknowledge the duty to disclose to the U.S. Patent and Trademark Office all information known to me to be material to patentability as defined in Title 37, Code of Federal Regulations, § 1.56.

I HEREBY CLAIM foreign priority benefits under Title 35, United States Code § 119(a)-(d) or § 365(b) of any foreign application(s) for patent or inventor's certificate, or § 365(a) of any PCT international application which designated at least one country other than the United States of America, listed below and have also identified below any foreign application for patent or inventor's certificate or of any PCT international application having a filing date before that of the application on which priority is claimed.

Prior Foreign Application Number	Country	Foreign Filing Date	Priority Claimed?	Certified Copy Attached?

I HEREBY CLAIM the benefit under Title 35, United States Code § 119(e) of any United States provisional application(s) listed below.

U.S. Provisional Application Number	Filing Date

I HEREBY CLAIM the benefit under Title 35, United States Code, § 120 of any United States application(s), or § 365(c) of any PCT international application designating the United States of America, listed below and, insofar as the subject matter of each of the claims of this application is not disclosed in the prior United States or PCT International application in the manner provided by the first paragraph of Title 35, United States Code, § 112, I acknowledge the duty to disclose information which is material to patentability as defined in Title 37, Code of Federal Regulations, § 1.56 which became available between the filing date of the prior application and the national or PCT international filing date of this application.

U.S. Parent Application Number	PCT Parent Application Number	Parent Filing Date	Parent Patent Number
-09/396,700		September 15, 1999	

I HEREBY APPOINT the following registered attorney(s) and agent(s) of Wilson Sporting Goods, Inc.:

TERENCE P. O'BRIEN

Reg. No. 43,840

to have full power to prosecute this application and any continuations, divisions, reissues, and reexaminations thereof, to receive the patent, and to transact all business in the United States Patent and Trademark Office connected therewith.

I request that all correspondence be directed to:

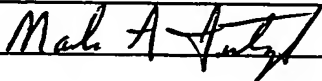
Terence P. O'Brien  
Wilson Sporting Goods Co.  
8700 W. Bryn Mawr Avenue  
Chicago, IL 60631

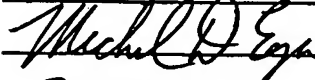
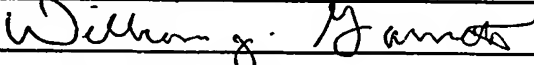
Telephone: (847) 472-6104  
(773) 714-6498

Facsimile: (773) 714-4557

I UNDERSTAND AND AGREE THAT the foregoing attorney(s) and agent(s) appointed by me to prosecute this application do not personally represent me or my legal interests, but instead represent the interests of the legal owner(s) of the invention described in this application.

I FURTHER DECLARE THAT all statements made herein of my own knowledge are true, and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

Name of first inventor	Mark A. Fritzke
Residence	Portland, OR
Citizenship	U.S.
Post Office Address	18130 NW Clarno Ct. Portland, OR 97229
Inventor's signature	
Date	2-21-02

Name of second inventor	Michael D. Eggiman
Residenc	North Plains, OR
Citizenship	U.S.
Post Office Address	18797 NW Dairy Creek Road North Plains, OR 97133
Inventor's signature	
Date	2-21-02
Name of third inventor	William Jerome Garnett
Residence	Beaverton, OR
Citizenship	U.S.
Post Office Address	185 SW Salix Terrace Beaverton, OR 97006
Inventor's signature	
Date	2-21-02



UNITED STATES  
PATENT AND  
TRADEMARK OFFICE

MAY 20, 2002

PTAS

WILSON SPORTING GOODS CO.  
8700 W. BRYN MAWR AVENUE  
CHICAGO, IL 60631

Commissioner for Trademarks  
Arlington, VA 22202-3513  
[www.uspto.gov](http://www.uspto.gov)



\*102032917A\*

UNITED STATES PATENT AND TRADEMARK OFFICE  
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 03/19/2002

REEL/FRAME: 012708/0630  
NUMBER OF PAGES: 3

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:

FRITZKE, MARK A.

DOC DATE: 02/21/2002

ASSIGNOR:

EGGIMAN, MICHAEL D.

DOC DATE: 02/21/2002

ASSIGNOR:

GARNETT, WILLIAM J.

DOC DATE: 02/21/2002

ASSIGNEE:

WILSON SPORTING GOODS CO.  
8700 W. BRYN MAWR AVENUE  
CHICAGO, ILLINOIS 60631

SERIAL NUMBER: 10033805

PATENT NUMBER:

FILING DATE: 12/28/2001

ISSUE DATE:

012708/0630 PAGE 2

SHAREILL COLES, EXAMINER  
ASSIGNMENT DIVISION  
OFFICE OF PUBLIC RECORDS

FORM PTO-159 (modified)

(Rev 6-93)

MAR 19 2002

RECC

03-27-2002



U.S. DEPARTMENT OF COMMERCE

HEET

Patent and Trademark Office

To the Director of the United States Patent &amp; Trademark Office

102032917

Attached original documents or copies thereof.

## 1. Name of conveying party(ies):

Mark A. Fritzke  
Michael D. Eggiman  
William J. Garnett

3.19.02

## 2. Name and address of receiving party(ies):

Wilson Sporting Goods Co.  
8700 W. Bryn Mawr Avenue  
Chicago, IL  
60631

Additional conveying party(ies) NO

## 3. Nature of conveyance:

ASSIGNMENT

Execution Date:

February 21, 2002

Additional name(s) &amp; address(es) attached? NO

## 4. Application number(s) or patent number(s):

If this is being filed together with a new application, the execution date of the application is:

Title: INSERT FOR A BAT HAVING AN IMPROVED SEAM ORIENTATION

A. Patent Application Number(s):

10/033,805

B. Patent Number(s):

Additional numbers attached? NO

## 5. Name and address of party to whom correspondence concerning document should be mailed:

Wilson Sporting Goods Co.  
8700 W. Bryn Mawr Avenue  
Chicago, IL  
60631

6. Total number of applications/patents involved: 1

7. Total fee (37 C.F.R. § 3.41): \$40.00

Check Enclosed

☒ Charge to deposit account

8. Deposit account number: 501959

03/26/2002 AAHRED1 00000127 501959 10033805

01 FC:581 40.00 CH

DO NOT USE THIS SPACE

## 9. Statement and signature:

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. The Commissioner is hereby authorized to charge any additional recordation fees which may be required in this matter to the above-identified deposit account.

Terence P. O'Brien

3/8/02

Name of person signing

Signature

Date

Total number of pages including cover sheet, attachments, and document: 45



**ASSIGNMENT AND AGREEMENT**

**WHEREAS, Mark A. Fritz, Michael D. Eggiman and William Jerom Garnett** (hereinafter referred to as "ASSIGNOR") has invented a certain invention entitled INSERT FOR A BAT HAVING AN IMPROVED SEAM ORIENTATION (Atty. Dkt. No. WD0101) for which an application for United States Letters Patent was filed on December 28, 2001 as United States Application Number 10/033,805; and

**WHEREAS, Wilson Sporting Goods Co.,** a corporation duly organized and existing under the laws of the State of Delaware, and having its principal place of business at 8700 West Bryn Mawr Avenue, Chicago, Illinois 60631 (hereinafter referred to as "ASSIGNEE") is desirous of acquiring the entire interest therein;

**NOW THEREFORE,** in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR has sold, assigned, and transferred, and by these presents hereby sells, assigns, and transfers, unto ASSIGNEE, its successors and assigns, the full and exclusive right, title, and interest in and to (a) the above-identified invention or inventions and all improvements and modifications thereof, (b) the above-identified application and all other applications for Letters Patent of the United States and countries foreign thereto for the above-identified invention or inventions and all improvements and modifications thereof, (c) all Letters Patent which may issue from said applications in the United States and countries foreign thereto, (d) all divisions, continuations, reissues, and extensions of said applications and Letters Patent, and (e) the right to claim for any of said applications the full benefits and priority rights under the International Convention and any other international agreement to which the United States adheres; such right, title, and interest to be held and enjoyed by ASSIGNEE, its successors and assigns, to the full end of the term or terms for which any and all such Letters Patent may be granted as fully and entirely as would have been held and enjoyed by ASSIGNOR had this Assignment not been made.

**ASSIGNOR HEREBY AUTHORIZES AND REQUESTS** the Commissioner of Patents and Trademarks to issue said Letters Patent to ASSIGNEE as assignee of the entire interest, for the sole use and benefit of ASSIGNEE, its successors and assigns.

**ASSIGNOR HEREBY AGREES** (a) to communicate to ASSIGNEE, its successors and assigns, or their representatives or agents, all facts and information known or available to ASSIGNOR respecting said invention or inventions, improvements, and modifications including evidence for interference, reexamination, reissue, opposition, revocation, extension, or infringement purposes or other legal, judicial, or administrative proceedings, whenever requested by ASSIGNEE; (b) to testify in person or by affidavit as required by ASSIGNEE, its successors and assigns, in any such proceeding in the United States or a country foreign thereto; (c) to execute and deliver, upon request by ASSIGNEE, all lawful papers including, but not limited to, original, divisional, continuation, and reissue applications, renewals, assignments, powers of attorney, oaths, affidavits, declarations, depositions; and (d) to provide all reasonable assistance to ASSIGNEE, its successors and assigns, in obtaining and enforcing proper title in and protection for said invention or

inventions, improvements, and modifications under the intellectual property laws of the United States and countries foreign thereto.

**ASSIGNOR HEREBY REPRESENTS AND WARRANTS** that ASSIGNOR has the full and unencumbered right to sell, assign, and transfer the interest sold, assigned, and transferred herein, and that ASSIGNOR has not executed and will not execute any document or instrument in conflict herewith.

**ASSIGNOR HEREBY GRANTS** to the attorneys and agents of **Wilson Sporting Goods Co.** the power and authority to insert in this Assignment any further identification which may be necessary or desirable to comply with the rules of the U.S. Patent and Trademark Office for recordation of this Assignment.

**ASSIGNOR UNDERSTANDS AND AGREES** that the attorneys and agents of **Wilson Sporting Goods Co.** do not personally represent ASSIGNOR or ASSIGNOR's legal interests, but instead represent the interests of ASSIGNEE; since said attorney and agents cannot provide legal advice to ASSIGNOR with respect to this Assignment, ASSIGNOR acknowledges its right to seek its own independent legal counsel.

Executed this 21 day of FEBRUARY, 2002.

  
Mark A. Fritzke

Executed this 21 day of February, 2002.

  
Michael D. Eggiman

Executed this 21 day of February, 2002.

  
William Jerome Gernett